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September 23, 1999

RECORDATION NO. 22421) A
FILED

SEP 23 '99 2-00 PM

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Equipment Lease Agreement, dated as of September 15, 1999, and Lease Supplement No. 1, dated as of September 24, 1999, a primary document, as defined in the Board's Rules for the Recordation of Documents, and a Memorandum of Indenture and Security Agreement, dated as of September 15, 1999 and Indenture Supplement No. 1, dated September 24, 1999, a secondary document related thereto.

The names and addresses of the parties to the enclosed documents are:

Assignor/Mortgagor: State Street Bank and Trust Company
of Connecticut, National Association
Goodwin Square
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

Assignee/Mortgagee: First Security Bank
79 South Main Street, 3rd Floor
Salt Lake City, Utah 84111-1921

A description of the railroad equipment covered by the enclosed documents is:

set forth on Schedule A attached to the Lease Agreement

Mr. Vernon Williams
September 23, 1999
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Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return two stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SEP 23 '99

2-00 PM

MEMORANDUM OF INDENTURE AND SECURITY AGREEMENT dated as of September 15, 1999, and INDENTURE SUPPLEMENT NO. 1 dated September 24, 1999 between State Street Bank and Trust Company of Connecticut, National Association, a national banking association, not in its individual capacity but solely as trustee (hereinafter called the **Mortgagor**) and First Security Bank, N.A., as indenture trustee under the Indenture and Security Agreement referred to below (hereinafter, in such capacity, called the **Mortgagee**).

WHEREAS the Mortgagor and the Mortgagee are entering into that certain Indenture and Security Agreement dated as of September 15, 1999 (hereinafter called the Indenture), and Indenture Supplement No. 1 dated September 24, 1999, pursuant to which the Mortgagor is granting to the Mortgagee a security interest in and mortgage and charge on all the Mortgagor's estate, right, title and interest in and to the following described property, whether now owned or hereinafter acquired:

- (1) the Equipment Lease Agreement dated as of September 15, 1999, between the Mortgagor and A. E. Staley Manufacturing Company, and Lease Supplement No. 1 thereto, including all rights of the Mortgagor as lessor thereunder and all amounts of basic rent, supplemental rent, insurance proceeds and other payments of any kind for or with respect to the railroad equipment listed in Schedule A hereto payable thereunder;
- (2) the railroad equipment listed in Schedule A hereto, bearing the reporting marks and road numbers of A. E. Staley Manufacturing Company shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor;
- (3) all right of the Mortgagor to restitution from any party to any Operative Document (as defined in the Indenture) (other than the Tax Indemnity Agreement, as defined in the Indenture) in respect of any determination of invalidity thereof; all moneys and securities now or hereinafter paid to or deposited with (or required to be paid to or deposited with) the Mortgagee by or for the account of the Mortgagor pursuant to the Indenture; and all instruments, documents of title, books and records of the Mortgagor concerning the collateral listed herein (other than income tax and other similar financial records relating to the commitment of the party for whom the Mortgagor is acting as trustee);
- (4) all other property and assets of whatever kind, nature or description, real, personal and mixed, and any interest therein, which may be acquired, received or held by the Mortgagor pursuant to any Operative Document (as defined in the Indenture) (other than the Tax Indemnity Agreement, as defined in the Indenture), wherever located and whether or not otherwise expressly subjected to the lien of the Indenture, or that may be granted, mortgaged, assigned, transferred and pledged to the Mortgagee under the Indenture by the Mortgagor and accepted by Secured Party: and
- (5) all proceeds, rent, issues, profits, products, revenues and other income from or on account of the foregoing,

all *subject, however,* to the exclusions and exceptions specified in the Indenture.

IN WITNESS WHEREOF, the parties wish to show for the public record the mortgage of and security interest in the aforesaid property in favor of the Mortgagee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as trustee,

By: Susan C. Merker
Name: Susan C. Merker
Title: Vice President

FIRST SECURITY BANK, N.A.

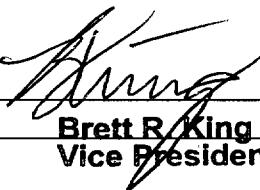
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties wish to show for the public record the mortgage of and security interest in the aforesaid property in favor of the Mortgagee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

STATE STREET BANK AND TRUST
COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION, not in its
individual capacity but solely as trustee,

By: _____
Name: _____
Title: _____

FIRST SECURITY BANK, N.A., not in its
individual capacity but solely as Indenture Trustee

By: 
Name: **Brett R. King**
Title: **Vice President**

Description of Items of Equipment

404 - 19,636 WG C&I Railroad Tank Cars

STSX 4000	STSX 4059	STSX 4118	STSX 4177	STSX 4236	STSX 4295	STSX 4354
STSX 4001	STSX 4060	STSX 4119	STSX 4178	STSX 4237	STSX 4296	STSX 4355
STSX 4002	STSX 4061	STSX 4120	STSX 4179	STSX 4238	STSX 4297	STSX 4356
STSX 4003	STSX 4062	STSX 4121	STSX 4180	STSX 4239	STSX 4298	STSX 4357
STSX 4004	STSX 4063	STSX 4122	STSX 4181	STSX 4240	STSX 4299	STSX 4358
STSX 4005	STSX 4064	STSX 4123	STSX 4182	STSX 4241	STSX 4300	STSX 4359
STSX 4006	STSX 4065	STSX 4124	STSX 4183	STSX 4242	STSX 4301	STSX 4360
STSX 4007	STSX 4066	STSX 4125	STSX 4184	STSX 4243	STSX 4302	STSX 4361
STSX 4008	STSX 4067	STSX 4126	STSX 4185	STSX 4244	STSX 4303	STSX 4362
STSX 4009	STSX 4068	STSX 4127	STSX 4186	STSX 4245	STSX 4304	STSX 4363
STSX 4010	STSX 4069	STSX 4128	STSX 4187	STSX 4246	STSX 4305	STSX 4364
STSX 4011	STSX 4070	STSX 4129	STSX 4188	STSX 4247	STSX 4306	STSX 4365
STSX 4012	STSX 4071	STSX 4130	STSX 4189	STSX 4248	STSX 4307	STSX 4366
STSX 4013	STSX 4072	STSX 4131	STSX 4190	STSX 4249	STSX 4308	STSX 4367
STSX 4014	STSX 4073	STSX 4132	STSX 4191	STSX 4250	STSX 4309	STSX 4368
STSX 4015	STSX 4074	STSX 4133	STSX 4192	STSX 4251	STSX 4310	STSX 4369
STSX 4016	STSX 4075	STSX 4134	STSX 4193	STSX 4252	STSX 4311	STSX 4370
STSX 4017	STSX 4076	STSX 4135	STSX 4194	STSX 4253	STSX 4312	STSX 4371
STSX 4018	STSX 4077	STSX 4136	STSX 4195	STSX 4254	STSX 4313	STSX 4372
STSX 4019	STSX 4078	STSX 4137	STSX 4196	STSX 4255	STSX 4314	STSX 4373
STSX 4020	STSX 4079	STSX 4138	STSX 4197	STSX 4256	STSX 4315	STSX 4374
STSX 4021	STSX 4080	STSX 4139	STSX 4198	STSX 4257	STSX 4316	STSX 4375
STSX 4022	STSX 4081	STSX 4140	STSX 4199	STSX 4258	STSX 4317	STSX 4376
STSX 4023	STSX 4082	STSX 4141	STSX 4200	STSX 4259	STSX 4318	STSX 4377
STSX 4024	STSX 4083	STSX 4142	STSX 4201	STSX 4260	STSX 4319	STSX 4378
STSX 4025	STSX 4084	STSX 4143	STSX 4202	STSX 4261	STSX 4320	STSX 4379
STSX 4026	STSX 4085	STSX 4144	STSX 4203	STSX 4262	STSX 4321	STSX 4380
STSX 4027	STSX 4086	STSX 4145	STSX 4204	STSX 4263	STSX 4322	STSX 4381
STSX 4028	STSX 4087	STSX 4146	STSX 4205	STSX 4264	STSX 4323	STSX 4382
STSX 4029	STSX 4088	STSX 4147	STSX 4206	STSX 4265	STSX 4324	STSX 4383
STSX 4030	STSX 4089	STSX 4148	STSX 4207	STSX 4266	STSX 4325	STSX 4384
STSX 4031	STSX 4090	STSX 4149	STSX 4208	STSX 4267	STSX 4326	STSX 4385
STSX 4032	STSX 4091	STSX 4150	STSX 4209	STSX 4268	STSX 4327	STSX 4386
STSX 4033	STSX 4092	STSX 4151	STSX 4210	STSX 4269	STSX 4328	STSX 4387
STSX 4034	STSX 4093	STSX 4152	STSX 4211	STSX 4270	STSX 4329	STSX 4388
STSX 4035	STSX 4094	STSX 4153	STSX 4212	STSX 4271	STSX 4330	STSX 4389
STSX 4036	STSX 4095	STSX 4154	STSX 4213	STSX 4272	STSX 4331	STSX 4390
STSX 4037	STSX 4096	STSX 4155	STSX 4214	STSX 4273	STSX 4332	STSX 4391
STSX 4038	STSX 4097	STSX 4156	STSX 4215	STSX 4274	STSX 4333	STSX 4392
STSX 4039	STSX 4098	STSX 4157	STSX 4216	STSX 4275	STSX 4334	STSX 4393
STSX 4040	STSX 4099	STSX 4158	STSX 4217	STSX 4276	STSX 4335	STSX 4394
STSX 4041	STSX 4100	STSX 4159	STSX 4218	STSX 4277	STSX 4336	STSX 4395
STSX 4042	STSX 4101	STSX 4160	STSX 4219	STSX 4278	STSX 4337	STSX 4396
STSX 4043	STSX 4102	STSX 4161	STSX 4220	STSX 4279	STSX 4338	STSX 4397
STSX 4044	STSX 4103	STSX 4162	STSX 4221	STSX 4280	STSX 4339	STSX 4398
STSX 4045	STSX 4104	STSX 4163	STSX 4222	STSX 4281	STSX 4340	STSX 4399
	STSX 4105	STSX 4164	STSX 4223	STSX 4282	STSX 4341	STSX 4400
STSX 4047	STSX 4106	STSX 4165	STSX 4224	STSX 4283	STSX 4342	STSX 4401
STSX 4048	STSX 4107	STSX 4166	STSX 4225	STSX 4284	STSX 4343	STSX 4402
STSX 4049	STSX 4108	STSX 4167	STSX 4226	STSX 4285	STSX 4344	STSX 4403
STSX 4050	STSX 4109	STSX 4168	STSX 4227	STSX 4286	STSX 4345	STSX 4404
STSX 4051	STSX 4110	STSX 4169	STSX 4228	STSX 4287	STSX 4346	
STSX 4052	STSX 4111	STSX 4170	STSX 4229	STSX 4288	STSX 4347	
STSX 4053	STSX 4112	STSX 4171	STSX 4230	STSX 4289	STSX 4348	
STSX 4054	STSX 4113	STSX 4172	STSX 4231	STSX 4290	STSX 4349	
STSX 4055	STSX 4114	STSX 4173	STSX 4232	STSX 4291	STSX 4350	
STSX 4056	STSX 4115	STSX 4174	STSX 4233	STSX 4292	STSX 4351	
STSX 4057	STSX 4116	STSX 4175	STSX 4234	STSX 4293	STSX 4352	
STSX 4058	STSX 4117	STSX 4176	STSX 4235	STSX 4294	STSX 4353	

Description of Items of Equipment

138 - 5650 Cubic Foot Covered Hopper

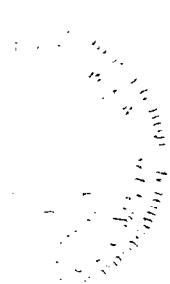
Power Flo II Railcars

SSPX 2000	SSPX 2056	SSPX	2112
SSPX 2001	SSPX 2057	SSPX	2113
SSPX 2002	SSPX 2058	SSPX	2114
SSPX 2003	SSPX 2059	SSPX	2115
SSPX 2004	SSPX 2060	SSPX	2116
SSPX 2005	SSPX 2061	SSPX	2117
SSPX 2006	SSPX 2062	SSPX	2118
SSPX 2007	SSPX 2063	SSPX	2119
SSPX 2008	SSPX 2064	SSPX	2120
SSPX 2009	SSPX 2065	SSPX	2121
SSPX 2010	SSPX 2066	SSPX	2122
SSPX 2011	SSPX 2067	SSPX	2123
SSPX 2012	SSPX 2068	SSPX	2124
SSPX 2013	SSPX 2069	SSPX	2125
SSPX 2014	SSPX 2070	SSPX	2126
SSPX 2015	SSPX 2071	SSPX	2127
SSPX 2016	SSPX 2072	SSPX	2128
SSPX 2017	SSPX 2073	SSPX	2129
SSPX 2018	SSPX 2074	SSPX	2130
SSPX 2019	SSPX 2075	SSPX	2131
SSPX 2020	SSPX 2076	SSPX	2132
SSPX 2021	SSPX 2077	SSPX	2133
SSPX 2022	SSPX 2078	SSPX	2134
SSPX 2023	SSPX 2079	SSPX	2135
SSPX 2024	SSPX 2080	SSPX	2136
SSPX 2025	SSPX 2081	SSPX	2137
SSPX 2026	SSPX 2082		
SSPX 2027	SSPX 2083		
SSPX 2028	SSPX 2084		
SSPX 2029	SSPX 2085		
SSPX 2030	SSPX 2086		
SSPX 2031	SSPX 2087		
SSPX 2032	SSPX 2088		
SSPX 2033	SSPX 2089		
SSPX 2034	SSPX 2090		
SSPX 2035	SSPX 2091		
SSPX 2036	SSPX 2092		
SSPX 2037	SSPX 2093		
SSPX 2038	SSPX 2094		
SSPX 2039	SSPX 2095		
SSPX 2040	SSPX 2096		
SSPX 2041	SSPX 2097		
SSPX 2042	SSPX 2098		
SSPX 2043	SSPX 2099		
SSPX 2044	SSPX 2100		
SSPX 2045	SSPX 2101		
SSPX 2046	SSPX 2102		
SSPX 2047	SSPX 2103		
SSPX 2048	SSPX 2104		
SSPX 2049	SSPX 2105		
SSPX 2050	SSPX 2106		
SSPX 2051	SSPX 2107		
SSPX 2052	SSPX 2108		
SSPX 2053	SSPX 2109		
SSPX 2054	SSPX 2110		
SSPX 2055	SSPX 2111		

District of Columbia)
) ss:
City of Washington)

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Memorandum of Indenture and Security Agreement", dated as of September 15, 1999, and "Indenture Supplement No. 1" between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, Mortgagor, and FIRST SECURITY BANK, NATIONAL ASSOCIATION, Mortgagee, is a true and complete copy of the original thereof.

Certified this 23rd day of September, 1999.



Kim L. Bartman
NOTARY PUBLIC

My commission expires: 3-31-2000